

**JAMES CITY COUNTY**  
**SAMPLE CONTRACT NUMBER \_\_\_\_\_**

**COURTHOUSE LOBBY SECURITY DESK**

This AGREEMENT, dated this \_\_\_ day of \_\_\_\_\_, by and between James City County hereinafter called the Owner; and \_\_\_\_\_ (a corporation or an unincorporated organization organized and existing under the laws of the State of Virginia or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

A. Scope of Work

The Contractor shall perform all required Work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the Courthouse Lobby Security Desk project all in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

B. Architect

This Project has been designed by Hopke and Associates who is hereinafter called the Architect and who is to act as the Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner should not require the services of the Architect for any or all parts of the project, the power, duties, and responsibilities conferred hereto to the Architect shall be construed to be those of the Owner or its authorized representative.

C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Substantial Completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the negotiated price proposal attached hereto.

The Contract Price is \_\_\_\_\_ based upon unit and/or lump sum prices extended

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as herein contained.

E. Payments

Payments are subject to receipt of an invoice for payment from the Contractor and shall be adequately supported. All invoices and supporting documents shall be acceptable to Owner before payment is made.

F. Time

The undersigned Contractor agrees to commence Work within 10 days after the date of Notice to Proceed and further agrees to complete all work under this agreement within \_\_\_\_ days from the date of the Notice to Proceed.

G. Applicable Law/Compliance

(1) Applicable Law

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(2) Compliance with all Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Agreement prior to the initiation of Work. If the Contractor is a corporation] Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract Work.

(3) Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in James City County, Virginia.

(4) Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants,

subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.

(5) Non-Discrimination/Drug-Free Workplace Provisions

(a) Employment discrimination by Contractor shall be prohibited. By submitting their bids, Bidders certify to James City County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 43.2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia § 43.2.2-4343.1.E.) During the performance of this Agreement, Contractor agrees as follows:

- (i) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
  - (ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
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- (iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - (v) For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.
- (b) During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will provide a drug-free workplace for Contractor's employees.
  - (ii) Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - (iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - (v) For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract."

#### H. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

#### I. Changes to the Agreement

No provision of this Agreement shall be changed, amended, modified, waived, or discharged except as agreed to in writing by the Owner and the Contractor. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and first above written in (\_\_\_\_\_) counterparts each of which shall for all purposes be deemed an original.

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*Owner*

By: \_\_\_\_\_

Title: County Administrator

Attest: \_\_\_\_\_

*Contractor*

By: \_\_\_\_\_

Title:

Attest: \_\_\_\_\_

Contractor's Registration No.: \_\_\_\_\_

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

*[Corporate Seal]*

APPROVED AS TO FORM:

\_\_\_\_\_  
City/County Attorney